

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
HONOLULU, HAWAII

Legal Ad Date: April 3, 1998

INVITATION FOR BIDS

NO. IFB-98-145-O

SEALED BIDS

FOR

FURNISHING AND DELIVERING

FURNITURE CASTERS

FOR

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
CENTRAL SERVICES DIVISION

will be received up to and opened at 2:00 p.m. (HST)

on

April 21, 1998

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl  
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms.  
Fran Villarmia, telephone (808)586-0563. facsimile (808)586-0570.

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ROBERT J. GOVERNS, CPPB  
Procurement Officer

06/03/96

FURNITURE CASTERS FOR  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
CENTRAL SERVICES DIVISION  
IFB-98-145-O

Procurement Officer  
State Procurement Office  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_

Respectfully submitted,

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Exact Legal Name of Offeror

Payment address, if other than  
street address at right:

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Hawaii General Excise Tax Lic.  
I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Social Sec. or Federal I.D. No.:

\_\_\_\_\_  
City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_  
Offeror is: \_\_\_ Individual \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Joint Venture

State of incorporation: Hawaii \_\_\_\_\_ \*Other \_\_\_\_\_

\*If "other", is corporate seal available in Hawaii? \_\_\_ Yes \_\_\_ No

The following bid is hereby submitted:

Item No.	Description	Estimated Quantity	Manufacturer's Brand & Model No.	Unit Price	Estimated Total Price
1.	Furniture Caster, 2" wheel diameter, polyolefin; large top plate model; zinc plated finish, 5/16" shouldered axle with 1/4" nut, full double ball hardened raceways *Colson No. 1-2256-52	1,000 each	_____	\$_____	\$_____
2.	Furniture Caster, 3-1/2" wheel diameter, rubber; swivel plate model: zinc plated finish: 3/8" hollow axle, full double hardened raceways, reinforcing washer on lower raceway *Colson No. 2-3056-445	1,000 each	_____	\$_____	\$_____
3.	Furniture Caster, 2" wheel diameter, rubber; friction ring stem: 7/16" diameter, 1-3/8" length *Faultless EW 439 R	100 each	_____	\$_____	\$_____
4.	Furniture Caster, 2" wheel diameter, rubber; stem: 7/16" x 1-29/32" long with grip ring *Colson 1-2251-441 Code 52	100 each	_____	\$_____	\$_____
5.	Furniture Caster, 3" wheel diameter, 15/16" width; rubber, threaded stem; 1/2" diameter, 13 threads per inch, in the following lengths: *Jarvis 3-13-132 Series 13				
a.	1" length	250 each	_____	\$_____	\$_____
b.	1-1/2" length	250 each	_____	\$_____	\$_____

\*Prequalified Acceptable Product

Bidder \_\_\_\_\_

Item No.	Description	Estimated Quantity	Manufacturer's Brand & Model No.	Unit Price	Estimated Total Price
6.	Furniture Caster, 3" wheel diameter, 15/16" width; rubber, threaded stem; 1/2" diameter, 13 threads per inch, with vertilock type brake, in the following lengths: *Jarvis 3-13-132-VB Series 13				
a.	1" length	250 each	_____	\$_____	\$_____
b.	1-1/2" length	250 each	_____	\$_____	\$_____
7.	Furniture Caster, 4" wheel diameter, rubber; threaded stem: 1/2" diameter, 13 threads per inch, 1-1/2" length *Colson 2-4054-445 Code 53	500 each	_____	\$_____	\$_____
Total Sum Bid (Items 1-7):					\$_____

\*Prequalified Acceptable Product

BIDDER SHALL COMPLETE THE FOLLOWING

Company Name: \_\_\_\_\_

Person to Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Address of Warehouse: \_\_\_\_\_

\_\_\_\_\_

Person to Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Bidder \_\_\_\_\_

## **SPECIAL PROVISIONS**

### **SCOPE OF WORK**

The furnishing and delivering of Furniture Casters shall be in accordance with these Special Provisions, the Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813 and on the Internet at <http://www.state.hi.us>.

### **STATE'S COMMITMENT**

In return for prices submitted, the Department of Accounting and General Services, Central Services Division, will purchase all of their requirements of the products listed herein from the successful low bidder. It is provided, however, that when quality level or product design is not suited to the agency's purpose, an exception to this commitment may be granted to such agency by the Procurement Officer.

### **CONTRACT ADMINISTRATOR**

For purposes of this contract, Mr. Glenn Nishimoto, DAGS, Central Services Division, is designated as Contract Administrator. He may be reached at 831-6741.

### **TERM OF CONTRACT**

Contract shall be for the twelve-month period beginning June 1, 1998 and ending May 31, 1999. Unless terminated, contract shall be extended without the necessity of rebidding, for a period not to exceed one (1) additional twelve (12) month period, but upon mutual agreement in writing at least sixty (60) days prior to expiration, provided the contract price(s) for the extended period remain the same or lower than the initial bid price. The Contractor or the State may terminate the extended contract at any time upon ninety (90) days prior written notice.

### **BIDDER QUALIFICATION**

Bidder must maintain an Oahu-based wholesale or retail business at the time of bidding and during the contract period with warehouse and inventory capabilities for stocking and supplying the item(s) bid. Location of warehouse, contact person and telephone number shall be furnished on the OFFER FORM page OF-3.

### **BIDDER PREPARATION**

Offeror Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-2, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Price. Bid Prices shall be based on delivery to destination and shall include all costs and all applicable taxes.

Taxable Transaction. Work to be done under this contract is a taxable transaction and bidder receiving award will be required to pay the State of Hawaii General Excise Tax, currently 4%.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

**For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.**

NOTE: The above tax clearance requirement is in addition to the requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Prequalified Acceptable Products. The manufacturer's brand and numbers specified herein as "prequalified acceptable products" set the standards of quality for products desired and not intended to restrict bidders from bidding other products that are equal to or exceed the quality of the "prequalified acceptable products" listed herein. If bidder wishes to bid a product not already listed in the bid as a "prequalified acceptable product", bidder must submit samples, product specifications literature and other pertinent information for evaluation to Ms. Fran Villarmia of the State Procurement Office, Room 416, 1151 Punchbowl Street by April 13, 1998. Any product determined by the State, upon evaluation, to be an acceptable product, will be listed on an addendum that will be issued at least three (3) working days prior to bid opening date.

Any product offered that is not listed as a "prequalified acceptable product" in the solicitation at the time of issuance or in a subsequent addendum per this process shall not be considered for award.

Brand Name and Number. All bidders must indicate on the OFFER FORM pages the exact manufacturer's brand or product offered for each item. Failure to do so or the inclusion of re

er bidder after exposure  
of offers.

Bidder is advised that although manufacturer brands and numbers are listed as "acceptable", bidder shall specify the exact manufacturer's brand and number offered for each item bid. Failure to do so shall be sufficient cause for rejection of bid.

#### **METHOD OF AWARD**

Award, if any, will be made to the responsive and responsible bidder submitting the lowest estimated total sum bid for all items listed herein. To be considered for award bidders shall bid on each item and sub-items listed on OFFER FORM pages OF-2 and OF-3.

#### **QUANTITIES**

Quantities listed herein are estimated for the period specified. No guarantee to purchase the exact amount listed is intended or implied. For this reason, vendors shall bid only on regular stock items to avoid inventory hardships that could arise from stocking materials for State use only.

The State shall have the right to order smaller or larger quantities at the prices quoted herein. The Contractor, however, may at his option, request approval from the Procurement Officer to terminate any item(s) of the contract when accumulated purchases for the line item(s) exceed 120% of the estimated quantity stated in the bid.

## **QUANTITIES** continued.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the Contractor's running record of purchases for the line item, by name of agency, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer, not to exceed ten (10) days from date of receipt of the written request by the State Procurement Office. The Contractor shall honor all orders placed prior to the effective termination date.

In the event of termination of a line item, the State reserves the option to approach the next low bidder to supply the item at his bid price for the remainder of the contract period, or rebid the item for a period deemed to be in the best interest of the State.

## **CONTRACT EXECUTION**

Successful bidder(s) shall be required to enter into a formal written contract. Performance and payment bonds are not required for this Invitation for Bids.

## **ORDERING**

Purchase orders will be submitted to the Contractor by DAGS, Central Services Division, as supplies are needed during the contract period.

Any orders received by the Contractor during the contract period shall be honored by the Contractor and he is obliged to delivery according to the contract terms and within the required delivery time.

## **DELIVERY**

Deliveries on purchase orders totaling \$100.00 or more shall be made within three (3) working days in city limits and seven (7) working days in rural areas following receipt of purchase order.

Within three (3) working days, purchase orders totaling less than \$100.00 shall be made available on a "will call" basis, and delivery shall be made only at the option of the Contractor according to his delivery schedule.

Contractor will be required to deliver all items outstanding at end of the contract period for purchase orders received during the contract term.

## **QUALITY OF SUPPLIES**

All supplies furnished under these specifications shall be new and of the best quality of their respective kind. Casters shall be free from defects which may render them unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications. Replacement of damaged or rejected items must be completed within thirty (30) calendar days from date on non-acceptance or rejection of product by DAGS, Central Services Division.



## **INVOICING AND PAYMENT**

Contractor will forward original and three copies of the invoices directly to:

State of Hawaii  
Department of Accounting and General Services  
Central Services Division  
729-B Kakoi Street  
Honolulu, Hawaii 96819

Attn: Glenn Nishimoto

Section 103-10, Hawaii Revised Statutes, provides that the State shall have thirty (30) calendar days after receipt of invoice to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

## **FAILURE TO DELIVER**

Contractor shall be obliged to deliver products awarded in this contract in accordance with terms and conditions stated herein. If a Contractor is unable to deliver product(s) under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the contract price quoted. It shall be the contractor's responsibility to obtain such substitute. In the event a Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

## **SERVICING**

In the event that there is a complaint regarding vendor's products, the vendor must meet with the agency that has issued the complaint, at the agency's place of business, to resolve the problems within one (1) week from request without additional charge to the State.

## **SALES REPORT**

Ninety (90) days prior to expiration of the contract, Contractor shall submit a written report to Ms. Fran Villarmia, State Procurement Office.

## **SALES REPORT continued.**

The report shall list each item awarded with a brief description (numbered and listed in consecutive order) and the number of units sold for the initial eight (8) month period of the contract or extension, if any. Failure of the contractor to submit the report as required will reflect negatively upon his performance record. Contractors are hereby advised that past and current performance will be considered in the evaluation of future bids submitted in response to solicitations issued by the State Procurement Office.

## **ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS**

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.